

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT made this ___ day of August, 2018 by and among the **ERIE COUNTY WATER AUTHORITY**, with an office at 295 Main Street, Room 350, Buffalo, New York 14203 (hereinafter referred to as the “Authority”), **ZEPPELIN COMMUNICATIONS, LLC, doing business as ZeppCom**, with an office at 578 Main Street, East Aurora, New York 14052 (hereinafter “ZeppCom”), and **MICHAEL R. CAPUTO**, individually and as Managing Director of ZeppCom (“Caputo”).

WHEREAS, on or about August 14, 2015, the Authority entered into a Professional Service Contract with ZeppCom to provide public relations services; and

WHEREAS, the parties to this Settlement Agreement have mutually agreed to terminate this Professional Service Contract and now desire to enter into this Settlement Agreement for purposes of resolving any remaining conflicts among the parties; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The parties acknowledge the Professional Service Agreement was terminated by mutual consent on May 1, 2018;
2. The Authority agrees to pay ZeppCom the sum of Five Thousand Dollars (\$5,000.00) for any and all services rendered during the month of April of 2018;

3. ZeppCom, its successors or assigns hereby acknowledge, release and discharge the Authority, its successors or assigns, and each of its current and past members, officers, administrators, attorneys, employees, in both their individual and official capacities, including their heirs, successors or assigns (collectively “Released Authority Parties”) from any and all claims, complaints, demands, actions, causes of action, suits, rights, debts, obligations, judgments, damages, entitlements, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever that ZeppCom, its successors or assigns now have or ever had against the Authority, its successors or assigns or the Released Authority Parties, whether known or unknown, suspected or unsuspected, or concealed or apparent, from the beginning of time to the date of this Settlement Agreement.

4. Caputo, in both his individual and official capacity, with his heirs, successors or assigns hereby acknowledge, release and discharge the Authority, its successors or assigns and each of its current and past members, officers, administrators, attorneys, employees, in both their individual and official capacities, including their heirs, successors or assigns (collectively “Released Authority Parties”) from any and all claims, complaints, demands, actions, causes of action, suits, rights, debts, obligations, judgments, damages, entitlements, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever that Caputo, its heirs, successors or assigns now have or ever had against the Authority, its successors or assigns or the Released Authority Parties, whether known or unknown, suspected or

unsuspected, or concealed or apparent, from the beginning of time to the date of this Settlement Agreement..

5. The Authority, its successors, or assigns hereby acknowledge, release and discharge ZeppCom, its successors or assigns and each of its current and past members, officers, administrators, attorneys, employees, in both their individual and official capacities, including their heirs, successors or assigns (collectively “Released ZeppCom Parties”) from any and all claims, complaints, demands, actions, causes of action, suits, rights, debts, obligations, judgments, damages, entitlements, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever that the Authority, its successors or assigns now have or ever had against ZeppCom, its successors or assigns or the Released ZeppCom Parties, whether known or unknown, suspected or unsuspected, or concealed or apparent, from the beginning of time to the date of this Settlement Agreement..

6. The Authority, its successors, or assigns hereby acknowledge, release and discharge Caputo, its heirs successors or assigns from any and all claims, complaints, demands, actions, causes of action, suits, rights, debts, obligations, judgments, damages, entitlements, liabilities and expenses (inclusive of attorneys’ fees) of any kind whatsoever that the Authority, its successors or assigns now have or ever had against Caputo, his heirs, successors or assigns, whether known or unknown, suspected or unsuspected, or concealed or apparent, from the beginning of time to the date of this Settlement Agreement..

7. The Authority, its members, officials, and executive staff agree that, to the maximum extent permitted by law, they will not utter to any person or entity any statement, whether oral, written or implied, that directly or indirectly disparages, denigrates or ridicules ZeppCom or any other Released ZeppCom Party, or which is maliciously false regarding ZeppCom or any other Released ZeppCom Party or their products or services.

8. ZeppCom, its members, officials, and executive staff agree that, to the maximum extent permitted by law, they will not utter to any person or entity any statement, whether oral, written or implied, that directly or indirectly disparages, denigrates or ridicules the Authority or any other Released Authority Party, or which is maliciously false regarding the Authority or any other Released Authority Party or their products or services.

9. Caputo agrees that, to the maximum extent permitted by law, he will not utter to any person or entity any statement, whether oral, written or implied, that directly or indirectly disparages, denigrates or ridicules the Authority or any other Released Authority Party, or which is maliciously false regarding the Authority or any other Released Authority Party or their products or services.

10. The making and executing of this Settlement Agreement is not, and shall not be construed or represented as an admission that any party or any other released party has violated any law or has committed any wrong against any party or any other released party.

11. Counterparts of this Settlement Agreement may be executed by the parties, with each counterpart when executed and delivered being treated as a duplicate original and with all counterparts together constituting a single Settlement Agreement.

12. This Settlement Agreement constitutes the entire agreement of the parties, and supersedes any prior understandings, expressed or implied, or other written or oral agreement between or among the parties.

IN WITNESS WHERETO, the parties hereto have caused this Settlement Agreement to be signed by individually, or by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chairman

ZEPPELIN COMMUNICATIONS, LLC

By _____
Michael R. Caputo, Managing Director

MICHAEL R. CAPUTO

By _____
Michael R. Caputo, Individually

STATE OF YORK)
COUNTY OF ERIE) ss:

On the ___ day of August, in the year 2018, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Amherst, New York, that he is the Chairman of the Board of Commissioners for the Erie County Water Authority described in the above instrument, and he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

STATE OF YORK)
COUNTY OF ERIE) ss:

On the ___ day of August, in the year 2018, before me personally came Michael R. Caputo, individually and as Managing Director of Zeppelin Communications, LLC to me known, who, being by me duly sworn, did depose and say that he resides in the Town of East Aurora, New York, and is the Managing Director of Zeppelin Communications, LLC described in the above instrument, and he signed his name, both individually and as the Managing Director of Zeppelin Communications, LLC described in the above instrument.

Notary Public